



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS**

**FOR**

**REQUEST FOR PROPOSAL 25RFP020325C-MH**

**2025 COMMUNITY SERVICES PROGRAM**

**FOR**

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**OF**

**FULTON COUNTY, GEORGIA**

## CONTRACT AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this **1st day of January 2025**, by and between **FULTON COUNTY**, Georgia (hereinafter referred to as “Fulton County” or “County”), a political subdivision of the State of Georgia, acting by and through its Community Development Department’s Youth and Community Services Division (“YCS”), and **re:imagine/ATL** (hereinafter referred to as “Contractor”), a corporation organized as a nonprofit, tax exempt 501(c) (3) agency, authorized to conduct business within the state of Georgia (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

WHEREAS, as part of its official functions, Fulton County is authorized to exercise the power of taxation pursuant to Art. IX, Section IV., Par. I of the Constitution of the State of Georgia of 1983, and to expend such funds raised by the exercise of said powers for public purposes as declared in Art. IX, Section IV., Par. II of the Constitution; and

WHEREAS, Contractor has in its employ personnel, and under its supervision, facilities and resources by which it can render to Fulton County and the citizens thereof certain services authorized by the aforementioned Constitutional provision; and

WHEREAS, Contractor has agreed to render services to the citizens of Fulton County, and the County has appropriated funds for those services; and

WHEREAS, the parties desire to execute a formal agreement for the services to be rendered by Contractor, and said services shall be defined, and consideration to be paid for such services by Fulton County for the successful performance of the services, and shall be enumerated.

The Agreement was approved by the Fulton County Board of Commissioners on **May 21, 2025, BOC#25-0398**.

NOW, THEREFORE, in consideration of the premises, payment of the sum hereinafter set forth and the performance of the services described herein, it is mutually agreed as follows:

## **INDEX OF ARTICLES**

**ARTICLE 1. PARTIES AND TERM**

**ARTICLE 2. SCOPE OF CONTRACTOR'S DUTIES**

**ARTICLE 3. COMPENSATION FOR SERVICES**

**ARTICLE 4. RECORD KEEPING**

**ARTICLE 5. INDEMNIFICATION**

**ARTICLE 6. TERMINATION OF AGREEMENT FOR CAUSE**

**ARTICLE 7. INDEPENDENT CONTRACTOR STATUS**

**ARTICLE 8. INSURANCE**

**ARTICLE 9. AMENDMENTS AND MODIFICATIONS TO AGREEMENT**

**ARTICLE 10. SUBCONTRACTING**

**ARTICLE 11. ASSIGNABILITY**

**ARTICLE 12. SEVERABILITY OF TERMS**

**ARTICLE 13. PRECEDENCE OF AGREEMENT**

**ARTICLE 14. EQUAL EMPLOYMENT OPPORTUNITY**

**ARTICLE 15. CAPTIONS**

**ARTICLE 16. GOVERNING LAW**

**ARTICLE 17. JURISDICTION**

---

## **ARTICLE I - PARTIES AND TERM:**

(a) Fulton County, through its YCS, retains Contractor, and Contractor accepts retention by Fulton County to render the services as hereinafter defined and required; to perform such services in a manner and to the extent required by the parties herein; and as may be hereafter amended or extended in writing by mutual agreement of the parties.

(b) The Chairperson of the Board of Directors for the Contractor or authorized representative (hereinafter "Board Chair") represents that she/he is authorized to bind and enter into contracts on behalf of Contractor, including this Agreement.

(c) Nothing contained in this Agreement shall be constructed to be a waiver of Fulton County's sovereign immunity or any individual's official or qualified good faith immunity.

(d) This Agreement will remain in effect from **01/01/2025**, until midnight **12/31/2025**.

(e) Fulton County shall have the right to suspend immediately Contractor's performance hereunder on an emergency basis under this Agreement whenever necessary, in the sole opinion of Fulton County, to avert a life threatening situation or other sufficiently serious deficiency.

## **ARTICLE II - SCOPE OF CONTRACTOR'S DUTIES:**

Upon execution of this Agreement, the Contractor will provide the following services for Fulton County:

### **SCOPE OF WORK:**

#### **Community Services Program (CSP)**

**CSP Service Category:** Economic Stability/Poverty

**CSP Funding Priority(ies):**

**Children and Youth:** Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** 2. Training Job Development Employment which leads to self sufficiency Ex offender support services...,3. Career Exploration/ re engagement with educational systems by opportunity youth. Access to educational resources...,4. Access to digital literacy training for middle skill jobs-earn & learn models allowing job seekers to meet basic needs...,5. Improved access to economic opportunities programs/resources focused on foundational education...

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**re:imagine/ATL, Reimagine ATL Career Exploration and Job-Readiness Programming** will provide services at the following locations at specified times during the contract period of **01/01/2025** through **12/31/2025**:

**Start and end date of programming for which CSP funds will be used:**

**Start date:** 01/06/2025

**End date:** 12/19/2025

**Service Delivery Site(s):**

<b>Name of Program Site</b>	<b>Program Location (complete physical address)</b>	<b>Program City</b>	<b>Program State</b>	<b>Program Zip code</b>	<b>Fulton County District of the program (Facility) location</b>	<b>District(s) of Fulton County Residents Served by the program (facility) location</b>
Lang-Carson Recreation Center	100 Flat Shoals Ave SE	Atlanta	GA	30316	4	1,2,3,4,5

**Approach and Design:**

**re:imagine/ATL, Reimagine ATL Career Exploration and Job-Readiness Programming** will provide services to **160** clients that reside in Fulton County, with CSP funding.

**re:imagine/ATL, Reimagine ATL Career Exploration and Job-Readiness Programming will provide the following activities and services in Fulton County with CSP funding:**

Reimagine ATL ensures Safety and Justice by providing positive alternatives to unhealthy behaviors and risk factors affecting youth by

focusing on media arts education, mentorship, and career pathways to engage young people in constructive activities fostering creativity, self-expression, and life skills.

We offer in school, afterschool, and out of school programs to help bring up academic and social / behavioral levels of 11-24-year-olds. For instance, our socio-emotional storytelling curriculum improves literacy skills while breaking down barriers to creativity and building trust between students and teachers to encourage youth to stay on course to graduate.

By offering engaging programs and industry exposure, Reimagine helps students find motivation and purpose in their education, reducing absenteeism. Providing a sense of community and belonging through media and storytelling, we offer youth a positive and creative outlet instead of turning to destructive behavioral choices. Through partnerships and mentorships, we create a stable support system for transient or homeless students, helping them build resilience. By fostering self-worth and purpose-driven engagement in creative projects, we encourage youth to make informed and responsible choices. We provide transportation Support assisting participants with public transit passes, ride-share options, or travel stipends to ensure accessibility.

Our programs introduce youth to career pathways in film and digital media, keeping them engaged and away from substance abuse. By promoting self-expression and confidence through media storytelling, we encourage a positive self-image and mental well-being. Media literacy education helps youth understand digital responsibility, online etiquette, and the impact of cyberbullying. Reimagine provides mentorship, leadership opportunities, and skill-building experiences that divert youth from criminal activities. Our programs encourage critical thinking about media influence, teaching youth how to create content that promotes positive narratives. By guiding youth in active content creation rather than passive consumption, they help them develop healthier digital habits.

Reimagine empowers youth with constructive alternatives to negative influences, promoting safety, justice, and long-term success. We also address mental health, depression, stress, trauma, and anxiety among youth and teens through creative expression, mentorship, and community engagement. Our programs provide a safe, supportive environment where young people can process emotions, build resilience, and develop coping skills.

Creative expression is a healing tool. Through storytelling, film, and digital media production projects, youth are encouraged to share their personal experiences. These creative projects help youth process emotions and trauma in a constructive way. We practice journaling and scriptwriting allowing students to write their thoughts and experiences into stories which can be therapeutic and help them articulate emotions they might otherwise suppress.

Reimagine connects youth with mentors who offer guidance, encouragement, and a listening ear. This safe and supportive environment offers a sense of belonging and reduces feelings of isolation. Group activities foster teamwork and a support system, which helps youth build positive relationships and overcome stress.

Our programs often incorporate mindfulness practices such as deep breathing, meditation, and relaxation exercises to help youth manage stress and anxiety. We also offer workshops on mental health awareness educating youth about emotional well-being, self-care, and how to recognize signs of mental health struggles.

Through career and leadership development, Reimagine empowers youth with purpose and confidence giving them a sense of direction and purpose which can reduce feelings of hopelessness and depression. We encourage positive self-identity. By allowing young people to take ownership of their stories and talents they gain confidence and resilience. Our Staff and mentors are trained to recognize the effects of trauma and respond with empathy and support. By providing a creative outlet for processing trauma, our arts-based approach to healing helps youth explore and work through difficult emotions in a non-judgmental space.

By combining media arts, mentorship, and wellness strategies, Reimagine creates a nurturing space where youth can heal, grow, and thrive despite mental health challenges.

We also promote educational and career readiness for youth (ages 11-24) including those with disabilities. Through inclusive media arts

programs, vocational training, and workforce development initiatives, our approach helps young people develop creative and technical skills while fostering an inclusive culture that prepares all individuals for success in education and the workplace.

Our programs are designed to be accessible to youth with disabilities, offering adaptive tools, flexible learning methods, and one-on-one mentorship. Hands-on learning through film and digital storytelling allows youth to engage in education in ways that accommodate their needs. Working with schools and educators, we ensure youth with disabilities have access to career-focused media training.

Training in editing, cinematography, storytelling, and social media management prepares individuals for creative industry jobs. Participants learn how to work independently, helping them build careers that match their abilities and interests. Personalized support in crafting resumes, preparing for job interviews, and developing workplace confidence also help us achieve our goal of setting youth up for success in their chosen careers.

Youth work on real-world projects, gaining practical experience in communication, teamwork, and leadership. Our programs emphasize essential workplace etiquette, problem-solving, client interaction skills, Training in self-advocacy, time management, adaptability, and collaboration to ensure career success.

We connect youth with disabilities to internships and job opportunities in the media, entertainment, and technology industries. Our apprenticeship-style learning offers experiences with media professionals, allowing hands-on exposure in a supportive environment and Specialized training and guidance to help youth transition from high school into careers or higher education.

Using storytelling and digital media to shift narratives around disability inclusion and highlight success stories, we promote policies that encourage workplaces to hire and support employees with disabilities.

Reimagine's programs foster an inclusive workforce where all individuals can thrive.

Hands-on training in film production, graphic design, social media management, and content creation prepare individuals for media and tech careers. Paid apprenticeships & internships in partnership with local companies provide earn-and-learn opportunities, allowing participants to train while earning income. Through entrepreneurship training, we teach individuals how to freelance, start businesses, and monetize creative skills for financial independence.

Our employment readiness programs help returning citizens develop soft skills, interview techniques, and job application strategies. Through transitional skills training, we help youth build Life skills and financial literacy to ease the transition into society. Reimagine offers alternative education pathways connecting youth to GED programs, vocational schools, grants and scholarships. We also collaborate with organizations that provide housing assistance, re-entry services, and mentorship.

Our technology & media certifications, like the Adobe Creative Suite for video editing and digital marketing, help participants become competitive in the job market. Our earn-and-learn model allows job seekers to receive stipends while training, ensuring they can meet basic needs, and our matched savings program offers additional financial wellness workshops (such as budgeting, investing, and career planning) and tools to build financial stability.

Upon completion of Reimagine programming we connect participants to companies seeking skilled workers in digital media, technology, and creative industries.

Through career training, mentorship, and wraparound support, Reimagine ensures that opportunity youth, returning citizens, and job seekers have the resources and skills needed to achieve self-sufficiency and long-term success in creative and digital industries. We partner with local and national organizations to ensure we meet the wrap-around supportive services needs of each participant. This includes VITA for tax services, United Way for greater access to employers and additional training through their networks, the Annie E. Casey foundation for career fairs, Frontline Housing for matched saving and financial wellness, local agencies for exposure tours, mentors, and internships, NAMI and PADV for mental wellness and domestic violence support, Nickelodeon for education on disability inclusion, and many more.

### **Designation of CSP Funds:**

Based on the awarded amount of **\$30,000.00**, the CSP funds are designated according to the following cost categories: Administrative, Operational, and Direct Services.

***Administrative Expenditures*** CSP funds that are spent on indirect personnel expenses such as salaries, salary fringe, and benefits for executive / management, accountant, administrative support, etc. Includes direct and indirect charges for administration of the grant (**Note: Not more than 5% of total grant award can be used for administrative costs.**)

***Operational Expenditures-*** CSP funds used to conduct agency/ organizational functions that are secondary to program service delivery such as: auditor, grant writer, consultants, insurance office/ warehouse lease or mortgage expenses, office supplies (pens, toner, paper, etc.), agency's utility expenses, staff transportation expenses, marketing/catalogs, etc. Not to include indirect or direct personnel expenses. (**Note: Not more than 25% of total grant award can be used for operational expenditures.**)

***Direct Service Expenditures-*** CSP funds utilized to provide services directly to agency/program participants such as payments made on behalf of participants for rent, utilities, food, shelter, transportation (rentals, gas, and parking, bus drivers, participant's public transportation costs, etc.), scholarships and day care vouchers, salaries and fringe benefits for direct service personnel (Case Managers, Educators, Subcontractors, etc.), program supplies (educational/instructional materials, paper, pencils, markers, etc.) directly consumed by participants. Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are included in this definition (i.e. children's story books, educational games, puzzles, and flash cards).

Throughout the contract period, program expenditures will be monitored (via performance reports) to ensure that funding is utilized as contracted.

<b>Cost Category</b>	<b>Designation of CSP Funding Award</b>
<b>Administrative</b> (5% Admin max of total funds awarded.)	\$1,500.00
<b>Operational</b> (25% Operational max of total funds awarded.)	\$5,864.00
<i>Total</i>	\$30,000.00



<b>Cost Category</b>	<b>Designation of CSP Funding Award</b>
<b>Direct Services</b>	\$22,636.00
<i>Total</i>	\$30,000.00

### **Explanation of Funding Details:**

A total of \$1,500 will be used to pay for our Workforce Development Program Director who organizes and tracks each program track and our overall student data.

A total of \$5,864 will be used for student access to software licenses (\$3,120) and equipment for student hands-on training (\$2,744).

\$1,848 for student certification costs, \$5,788 for student meals and snacks, and \$15,000 to employ teaching artists.

### **Program Performance Measures:**

**re:imagine/ATL agrees to track and report program performance to the Fulton County Department of Community Development.**

#### **County Defined Performance Measure(s):**

**Children and Youth:** Not Applicable

**Disabilities:** Not Applicable

**Economic Stability:** 2. Number of referrals to WorkSource Fulton / WorkSource Atlanta,3. Number of individuals placed in Living Wage Employment; receiving training/job development/employment support...,4. Number of individuals receiving access/support for educational resources...

**Health and Wellness:** Not Applicable

**Homelessness:** Not Applicable

**Senior Services:** Not Applicable

**The following program measures/ Key Performance Indicators (“KPI’s”) will be utilized to track**

**and report program outcomes for the Fulton County residents supported with CSP funding, during the funding period 01/01/2025 through 12/31/2025:**

The number of WorkSource Fulton /WorkSource Atlanta referrals is tracked based on participant timesheets completed within WorkSource programs as we report to them for payment processing.

We collect data from participants and employers for interviews and placements to ensure that our students move on from programming to earn a living wage. This data is collected under their participant profile in Airable and in Hubspot after implementing surveys and holding virtual conversations. Within 6-12 months of programming, students should be placed in an internship, entry -level position, or have regular paid work through a network of employers offering ongoing paid gigs.

We track educational support, training, and job development through student pre and post surveys, behavioral competencies measured by our teaching artists, number of portfolio projects completed, certifications earned, and skills developed in alignment with national standards for media arts.

We also track attendance for our monthly leadership development workshops in which students receive access to resume reviews, mentoring, financial and mental wellness workshops, and other supportive services.

Through all these methods we track the number of individuals with improved access to economic opportunities and programs / resources focused on foundational education, career exploration, and coaching to re-engage youth and provide job-readiness skills for employment.

**Agency Defined Performance Measure(s):**

Our agency defined performance measures include the number of portfolio projects completed both as part of learning a skill and paid projects, number of individuals who have earned an industry recognized certification, number and type of leadership development workshop completed, graduation from our matched savings program and from our programs at large, behavioral skill improvement (tracked in a pre and post evaluation by our teaching artists), completion of a student portfolio website or resume review.

We track these through various mechanisms including self-reporting pre and post surveys, conversations with mentors and students with notes included in each student's profile in Hubspot, Attendance through Airtable, project completion through Google classroom, etc.

**ADDITIONAL REQUIREMENTS**

**Failure to adhere to the terms of this Agreement, in addition to the requirements listed below, may result in one or all of the following; delayed disbursement or total loss of awarded funds, and / or**

**ineligibility to receive an RFP award during the next funding cycle.**

1. Contractor agrees to develop, in conjunction with Fulton County, a process of accepting and serving Fulton County residents referred by the Youth and Community Services Division of Fulton County Government.
2. As consideration for the County providing funding and the non-profit entity accepting same, the non-profit entity shall, upon the County's request, participate in County-sponsored events and activities on County property, when feasible. The non-profit agency shall use its best efforts to comply with the County's request provided that it is given at least one week's notice to do so. Failure to participate will be taken into consideration for future funding requested by the non-profit entity.
3. Contractor agrees to allow staff from the Fulton County Department of Community Development to conduct contract compliance site visits as necessary (announced or unannounced).
4. During the site visit, Contractor will be required to allow staff to monitor programming, as well as review client rosters / sign-in sheets and/ or Registration information that should include complete addresses of Fulton County residents served by this funding.
5. Contractor agrees to comply with the Operational Specifications outlined in **2025 Community Services Program 25RFP020325C-MH**.
6. Contractor agrees that advertising, promotions and other publicity in connection with the supported program(s) shall include the following acknowledgment: **"Funding provided in part by the Fulton County Board of Commissioners under the guidance of the Department of Community Development."**

*Note: If your agency uses logos versus text, you may substitute the language above with the Fulton County Logo.*

**Reporting**

***It is the Contractor's responsibility to ensure accurate reporting of all information contained in the performance reports. Reports and supportive documentation that consistently include erroneous/ inaccurate data may result in a required reimbursement of funding and/or may negatively impact future funding.***

7. Contractor will be required to submit completed performance reports (with deadlines of **(July 18, 2025, and January 16, 2026)**) to adhere to the requirements outlined in the Performance Report Instructions, as well as the format provided by the Fulton County Department of Community Development. Future funding will be affected if performance reports are not submitted by stipulated due dates.

8. Contractor will be required to provide demographic information concerning the Fulton County residents served, including, but not limited to age, race/ethnicity and gender.

9. Contractor will be required to report the number of UNDUPLICATED/NEW participants directly served through the Community Services Program funding. **Please note:** Failure to serve the total number of participants contracted to be served with CSP funding may result in reimbursement of CSP funding to Fulton County. Failure to reimburse the funding requested will result in the ineligibility to receive future funding.

10. Contractor will be required to submit unduplicated client rosters in a spreadsheet format that includes the complete residential addresses of the Fulton County residents served with CSP funding, and LEDGERS demonstrating how Community Services Program funds were expended for the specified reporting period.

### **Expenditure of Funds**

11. Contractor is prohibited from utilizing CSP funds for capital expenditures. (A “capital expenditure” is defined as: any resource not completely consumed during the contract year, i.e. computers, printers, construction, vehicles, cell phones, etc.) Program materials that may be pertinent to the scope of services of a funded program and that aid in contractor meeting contracted program outcomes are excluded from the definition of “capital expenditure” (e.g., children's story books, educational materials, games, puzzles, and flash cards).

12. Community Services Program funds must be expended by December 31<sup>st</sup> of the contract year. All funds that are not spent by this date must be reimbursed to Fulton County Government within 30 days of written request. A Contractor’s failure to adhere to this requirement will result in one or more of the following: inability to receive future funding from Fulton County, and/or legal action against the agency to recoup funding that are not reimbursed by the deadline.

## **ARTICLE III - COMPENSATION FOR SERVICES**

(a) Fulton County agrees to pay Contractor a maximum sum of **\$30,000.00**.

(b) Upon receipt and approval of Contractor’s invoice delineating projected expenditures for the first six months of the contracting period. Upon receipt and approval of said invoice, County shall pay Contractor the first six months of compensation provided for by this Agreement. The Contractor shall provide Fulton County with a second invoice delineating projected expenditures for the remaining six months of the Agreement Term. Upon receipt and approval of said invoice, Fulton County shall pay Contractor the second six months of compensation provided by this Agreement. **A failure by Contractor to submit the invoice for the first and/ or second six months of the contracting period will constitute**

**a breach of this Agreement.**

(c) If through any cause, Contractor shall fail to fulfill its obligation under this Agreement in a timely and proper fashion or in the event that any of the provision or stipulations of this Agreement are violated by Contractor, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement by serving written notice as defined herein upon Contractor of Fulton County's intent to suspend or terminate this Agreement. If the Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only the compensation for work performed in a manner satisfactory to Fulton County up to and including the date of the written termination notice.

(d) The Contractor agrees and understands that all expenditures must be consistent with the scope and purpose of this Agreement, and expenditures must be consistent with the guidelines and definitions established in **2025 Community Services Program 25RFP020325C-MH**, which is hereby incorporated by reference herein and made a part of this agreement. The County reserves the right to approve and reject payment for expenditures which are not consistent with the scope and purpose of this Agreement, and which the County determines are not consistent with the guidelines and definitions established in the Community Services Program RFP.

(e) The Contractor agrees and understands that Fulton County has the right to recover funds from Contractor for compensation received, pursuant to subsection (b) above if Contractor fails to perform the services outlined in Article II or does not perform such services to the satisfaction of Fulton County.

**ARTICLE IV - RECORD KEEPING**

(a) Contractor shall maintain accurate records of the expenditure and disposition of funds, and such records must be in accordance with good accounting practices, and made available for inspection and audit by Fulton County at a time mutually agreeable to parties and upon thirty (30) days' notice to contractor.

(b) All reports and communications, with supportive documentation consistent with contract provisions outlined in Article II, must be provided to Fulton County, in accordance with Article IV.

(c) A performance report, with supportive documentation consistent with provisions of the Agreement outlined in Article II, must be provided to Fulton County no later than **July 18, 2025 for the period January 1, 2025-June 30, 2025; and January 16, 2026 for the period July 1, 2025-December 31, 2025.**

(d) Contractor shall be responsible for sending staff representation to mandatory meetings that will be sponsored by the Fulton County Department of Community Development. Contractor will be notified in advance of said meetings.

(e) All notices, program reports and other communications required to be given under this Contract shall be sufficient if in writing and either delivered via e-mail, personally or sent by postage, prepaid, certified or registered United States mail, return receipt requested, or e-mail addressed as follows:

To Fulton County:

**Department of Community Development  
c/o: Youth and Community Services Division  
[hsd.grants@fultoncountyga.gov](mailto:hsd.grants@fultoncountyga.gov)  
137 Peachtree Street, SW  
Atlanta, Georgia 30303**

To Contractor:

**re:imagine/ATL  
100 Flat Shoals Ave SE  
ATLANTA, Georgia 30316**

The Parties may only modify or update the above-referenced addresses during the term of this Agreement by providing formal notice to the other party of such a change pursuant to the terms of this provision.

(f) Contractor understands and agrees that, upon Fulton County's determination that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County shall thereupon have the right to immediately suspend or terminate this Agreement upon written notice to Contractor. Contractor further understands and agrees that if Fulton County determines that Contractor is not or has not been in substantial compliance with any term of this Agreement with respect to the performance and provision of services at any single delivery site, Fulton County may request, and the Contractor shall provide, any and all additional reports, records or documentation Fulton County deems necessary to evaluate, assess and/or measure Contractor's overall level of performance under this Agreement, including Contractor's performance at other delivery sites.

#### **ARTICLE V - INDEMNIFICATION**

Contractor hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from all claims, losses, liabilities, damages, deficiencies, demands, judgments, or costs (including without limitation reasonable attorney's fees and legal expenses) suffered or occurred by such party, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damage arising in any way from the

actions or omissions of Contractor, its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement; provided, however, that nothing herein shall be construed to preclude the Contractor from bringing suit against the County for breach of the terms of this Agreement.

**ARTICLE VI – TERMINATION OF AGREEMENT FOR COUNTY’S CONVENIENCE AND  
FOR CAUSE**

(a) This Agreement is effective on **01/01/2025**, and shall terminate on **12/31/2025**, unless earlier terminated in accordance with the provisions of this Agreement. Notwithstanding termination of the Agreement, Contractor is obligated to fulfill all of its obligations, including its reporting requirements.

(b) Notwithstanding the above provisions, Fulton County may terminate this Agreement for convenience, or Fulton County or the Contractor may terminate this Agreement at any time for any reason by giving written notice of the intent to terminate the Agreement thirty (30) days in advance, by certified mail, return receipt requested, with proper postage prepaid, or by hand delivery, to the other party at the physical address provided herein for notice. The termination shall become effective on the thirtieth (30th) day after the date of such written notice unless the parties otherwise agree in writing. If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving compensation for the work satisfactorily performed up to and including the effective date of termination.

(c) Fulton County shall have the right to suspend immediately Contractor’s performance hereunder on an emergency basis whenever necessary, in the opinion of Fulton County, to avert a life threatening situation or other sufficiently serious risk.

(d) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to request repayment in full of all compensation paid to Contractor pursuant to Article III of this agreement. If Fulton County exercises its right under this subsection, Contractor agrees to and shall repay Fulton County all compensation paid to Contractor pursuant to Article III of this Agreement.

(e) In the event that this agreement is terminated by Fulton County or Contractor, following the Fulton County’s determination that Contractor is not or has not been in substantial compliance with any provision of this agreement, Contractor agrees that Fulton County shall have the right to terminate this Agreement between Fulton County and Contractor without penalty. Contractor acknowledges and agrees that Fulton County’s right to terminate includes, but is not limited to, the right to withhold any and all future compensation due to Contractor pursuant to the terms of any and all other agreements between

Fulton County and Contractor.

(f) In the event that this Agreement is terminated by Fulton County or Contractor, following Fulton County's determination that Contractor is not or has not been in substantial compliance with any provision of this Agreement, Contractor agrees that it shall not be eligible to either enter or to apply to enter into future contracts with Fulton County until it has addressed any and all areas of deficiency or non-compliance to Fulton County's satisfaction.

## **ARTICLE VII - INDEPENDENT CONTRACTOR STATUS**

(a) Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between Fulton County and Contractor. Under no circumstances shall Contractor, its directors, officers, employees, agents, successors or assigns be deemed employees, agents, partners, successors, assigns or legal representatives of Fulton County.

Contractor acknowledges that **re:imagine/ATL**, its directors, officers, employees, agents and assigns shall have no right of redress pursuant to the Personnel Rules and Regulations of Fulton County.

(b) The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to Fulton County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from Fulton County such documents and information as may be necessary to obtain such tax exemptions. Fulton County shall have no liability to the Contractor for payment of any tax from which it is exempt.

## **ARTICLE VIII - INSURANCE**

Contractor agrees to obtain, maintain and furnish to Fulton County, a Certificate of Insurance (COI) showing the required coverage during the entire term of this Agreement. All insurance limits are listed in the "Insurance and Risk Management Provisions" document, Attachment "A", with Fulton County, Georgia added as an "Additional Insured". The cancelation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.



## **ARTICLE IX – AMENDMENTS AND MODIFICATIONS TO CONTRACT**

(a) This Agreement constitutes the entire agreement between Fulton County and Contractor, and there are no further written or oral agreements with respect thereto, no variations, amendments or modifications of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by Fulton County's and Contractor's duly authorized representatives.

(b) Modifications or amendments which require a change in compensation level must be approved by the Fulton County Board of Commissioners and Contractor; other modifications, amendments or variations may be agreed to in writing, between the Contractor and the Contract Administrator when the amount of this Agreement and its Term remain unchanged.

## **ARTICLE X - SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Fulton County.

## **ARTICLE XI - ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of Fulton County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of Fulton County shall at the County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## **ARTICLE XII - SEVERABILITY OF TERMS**

If any part or provision of this Agreement is held invalid the remainder of this Agreement shall not be affected thereby and shall continue in full and effect.

## **ARTICLE XIII – PRECEDENCE OF AGREEMENT**

In the event that any language in the Department of Community Development's Community Services Program RFP is in conflict with the language in this Agreement, this Agreement shall take precedence.

#### **ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Fulton County Code Sections 102-391 (Equal Opportunity Clause) and 154-3 (Policy of Equal Opportunity): (a): During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability. As used herein, the words "shall not discriminate" shall mean and include without limitations the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted, downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(2) The Contractor shall in solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, or disability.

(3) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Equal Opportunity Program of Fulton County and under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor and its subcontractors, if any, shall file Compliance Reports at reasonable times and intervals with Fulton County in the form and to the extent prescribed by the director. Compliance Reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors.

(5) The Contractor shall include the provisions of paragraphs (1) through of this equal employment opportunity clause and every subcontractor purchase order so that such provision shall be binding upon each subcontractor.

#### **ARTICLE XV - CAPTIONS**

The captions are inserted herein only as a matter of convenience and for reference and in no way define,

limit, or describe the scope of this Agreement or the intent of the provisions thereof.

#### **ARTICLE XVI - GOVERNING LAW**

This Agreement shall be governed in all respects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

#### **ARTICLE XVII - JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.



## F. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Reimagine ATL, Inc.
Project No. and Project Title:	30177 Reimagine ATL Career Exploration and job-Readiness Programming

## CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

830 Glenwood Ave Se Suite 510-277 Atlanta GA 30316

E-Verify Company ID: 2140602

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

01/07/2023

Date of Authorization

**Reimagine ATL, Inc.**

Authorized Officer or Agent  
(Name of Contractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

**Emily Kuester**

Printed Name (of Authorized Officer or Agent of Contractor)

*Emily Kuester*  
Signature (of Authorized Officer or Agent)

**Program Director**

Title (of Authorized Officer or Agent of Contractor)

03/06/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

6 DAY OF March, 2025

**Jessie Sparrow**

Notary Public

My Commission Expires: 05/18/2027

[NOTARY SEAL]



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Reimagine ATL, Inc.
Project No. and Project Title:	30177 Reimagine ATL Career Exploration and Job-Readiness Programming

FORM G: SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

830 Glenwood Ave Se Suite 510-277 Atlanta GA 30316

E-Verify Company ID: 21406602

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

01/07/2023

Date of Authorization

Reimagine ATL, Inc.

Authorized Officer of Agent  
(Name of Subcontractor)

I hereby declare under penalty of perjury that the foregoing is true and correct

Emily Kuester

Printed Name (of Authorized Officer or Agent of Contractor)

*Emily Kuester*  
Signature (of Authorized Officer or Agent)

Program Director

Title (of Authorized Officer or Agent of Contractor)

03/06/2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

6 DAY OF March, 2025

Jessie Sparrow

Notary Public

My Commission Expires: 05/18/2027

[NOTARY SEAL]



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Biltmore Insurance Services, LLC 2009 Montreal Rd., Suite B  Tucker GA 30084	<b>CONTACT NAME:</b> Luci Lomer <b>PHONE (A/C, No, Ext):</b> (770) 934-3248 <b>FAX (A/C, No):</b> (770) 723-8081 <b>E-MAIL ADDRESS:</b> luci.lomer@biltmoreins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Central Mutual/Standard</td> <td>20230</td> </tr> <tr> <td><b>INSURER B:</b> Sentinel Insurance Co, LTD</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Kinsale Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Central Mutual/Standard	20230	<b>INSURER B:</b> Sentinel Insurance Co, LTD		<b>INSURER C:</b> Kinsale Insurance Company		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> Central Mutual/Standard	20230														
<b>INSURER B:</b> Sentinel Insurance Co, LTD															
<b>INSURER C:</b> Kinsale Insurance Company															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Reimagine Atl Inc  100 Flat Shoals Ave SE Atlanta GA 30316-1337															

**COVERAGES****CERTIFICATE NUMBER:** CL2411857303**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CLP 8669604	07/07/2024	07/07/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 8980231	08/10/2024	08/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 8669613	07/07/2024	07/07/2025	EACH OCCURRENCE \$ 4000000
	AGGREGATE \$						
	\$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	20WECAD0U01	03/29/2025	03/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
C	Professional Liability			0100253223-0	08/07/2024	08/07/2025	Each Claim \$1,000,000 Aggregate Limit \$1,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Number: 30177

Name: Reimagine ATL Career Exploration and Job-Readiness Programming

**CERTIFICATE HOLDER****CANCELLATION**
 FULTON COUNTY GOVERNMENT  
 141 Pryor St SW

Atlanta

GA 30303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 00096608

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Biltmore Insurance Services, LLC		NAMED INSURED Reimagine Atl Inc
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance: Notes

Forms attached:  
8-2563 GL Hired Auto and Non-owned Auto Liability  
8-2268 GL Plus Endorsement (Gen Liab - Additional Insured & Waiver of Subrogation)  
CG2001 GL Primary and Noncontributory  
7-1458 Third Party Property Damage Coverage Form  
WC 00 03 13 Workers Comp Blanket Waiver of Subrogation  
CA 04 43 BAUT Waiver of Subrogation  
CA 20 01 BAUT Additional Insured and Loss Payee  
CA0449 BAUT Primary and Noncontributory

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SMALL BUSINESS GENERAL LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED-OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS  
 ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS  
 ADDITIONAL INSURED-LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS  
 ADDITIONAL INSURED-VENDORS - AUTOMATIC STATUS  
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES  
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US  
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS  
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION  
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY  
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION  
 AGGREGATE LIMITS OF INSURANCE AMENDMENT  
 SUPPLEMENTARY PAYMENTS-HIGHER LIMITS  
 REASONABLE FORCE EXPANSION-PROPERTY DAMAGE  
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

**A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:  
This insurance does not apply to:

- a. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other

wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

**b. "Bodily injury" or "property damage" occurring after:**

- 1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

- 3.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

- 1.** Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a.** only applies to the extent permitted by law; and
  - b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

- 1.** Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a.** only applies to the extent permitted by law; and
- b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- 2.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.  
However, the insurance afforded to such additional insured described above:
  - a. only applies to the extent permitted by law; and
  - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. An express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - 1) The exceptions contained in Sub-paragraphs d. or f.; or
    - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Include Directors Or Trustees On Committees As Employees**

SECTION V-DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**F. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8.,

is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**G. Newly Formed Or Acquired Organizations**

**SECTION II-WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**H. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV.2.-DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e. Notice of Accident/Occurrence**

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f. Unintentional Errors and Omissions**

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g. Knowledge of Accident/Occurrence**

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**I. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I-COVERAGE A, exclusion 2.g. is replaced by the following:

- g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
  - a) Less than 60 feet long; and
  - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
  - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that

would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

- b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."
- 6) An aircraft you do not own provided it is not operated by any insured.

**J. Fire, Sprinkler Leakage Or Explosion**

**1. SECTION I - GENERAL LIABILITY COVERAGES** is amended as follows:

- a. The last paragraph of **2. Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- 2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
- 3. Paragraph 4.b. of the Other Insurance is amended as follows:  
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
- 4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:  
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

**K. Aggregate Limits Of Insurance**

The General Aggregate Limit under SECTION III-LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**L. Supplementary Payments-Higher Limits**

Under SECTION I-SUPPLEMENTARY PAYMENTS-COVERAGES A AND B: Paragraph **1.b.** is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

**M. Reasonable Force Expansion-Property Damage**

Exclusion 2.a. of Coverage A is replaced with the following:

- a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable

force to protect persons or property.

**N. Personal and Advertising Injury Definition**

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

**CONDITIONS**

**A. The following is added to SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:**

When this Small Business General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Small Business General Liability Plus endorsement.

**B. SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:  
LIBERALIZATION**

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GEORGIA - HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A.** Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>Coverage</b>	<b>Additional Premium</b>
Non-Ownership Liability	\$
Hired Auto Liability	\$

**\*(Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

**1. HIRED AUTO LIABILITY** The insurance provided under **Section I - Coverage A** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your business. This coverage does not apply to any "hired auto" while being used:

- a.** As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a "hired auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "hired auto"; or
- b.** By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "hired auto".

However, parts **a.** and **b.** above do not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**2. NON-OWNERSHIP LIABILITY** The insurance provided under **Section I - Coverage A**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person. This coverage does not apply to any "non-owned auto" while being used:

- a.** As a public or livery conveyance for passengers. This includes but is not limited to, any period of time a "hired auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "hired auto"; or
- b.** By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "hired auto".

However, parts **a.** and **b.** above do not apply to business activities performed by an "insured" that are directly related to the Named Insured(s) listed in the Declarations.

**B.** With respect to the insurance provided by this endorsement:

**1.** The exclusions, under **Section I - Coverage A**, other than exclusions **2.a, b, d, f** and **i** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and the following added:

- a.** "Bodily injury":
  - 1)** To an employee of the insured arising out of and in the course of employment by the insured; or
  - 2)** To the spouse, child, parent, brother or sister of that employee as a consequence of **1)** above.

This exclusion applies:

- 1)** Whether the insured may be liable as an employer or in any other capacity; and
- 2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.



This exclusion does not apply to:

- 1) Liability assumed by the insured under an "insured contract"; or
  - 2) "Bodily Injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.
- b. "Property damage" to:
- a. Property owned or being transported by, or rented or loaned to the insured; or
  - b. Property in the care, custody or control of the insured.

**2. Section II - Who is an insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto," any partner or executive officer of yours, but only while such "non-owned auto" is being used in your business.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **a.**, **b.**, or **c.** above.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- b. Any partner or executive officer with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or to owner of a "non-owned auto" or any agent or employee of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations or Change Endorsement.

**C. With respect to the insurance provided by this endorsement the following additional definitions apply:**

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
2. "Hired auto" means any "auto" you lease, hire, or borrow. This does not include any "auto" you lease, hire, or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.
3. "Non-owned auto" means any "auto" you do not own, lease, hire or borrow which are used in connection with your business. However, if you are a partnership a "non-owned auto" does not include any auto owned by any partner.

**D. Section III - Limits of Insurance** is amended to state:

As respects coverage provided by this endorsement that would not have been provided in the absence of this endorsement, regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages combined resulting from any one "accident" is the Hired or Non-Owned Auto Limit of Liability shown in the Declarations or Change Endorsement. The General Aggregate Limit is not applicable to the insurance provided by this endorsement.

**VIDEO PRODUCTION  
THIRD PARTY PROPERTY DAMAGE COVERAGE FORM  
PROPERTY OF OTHERS – AWAY FROM INSURED’S PREMISES**

**SCHEDULE \***

Limit:

Deductible - \$500 per claim

**\* (Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

**1. Coverage**

We cover “your” legal liability for direct physical loss or damage or loss of use to covered property. Coverage does not include costs, expenses, fees, fines, penalties, or damages resulting from “your” violation of any law or regulation.

**2. Covered Property**

Covered Property includes property of others that is in “your” care, custody, or control.

**3. Property not covered**

Covered Property does not include:

- a.** Aircraft, Automobiles, or Watercraft
- b.** Animals
- c.** Contraband
- d.** Money and Securities
- e.** Property “you” or “your” partners, directors, officers, trustees, employees, including leased employees, own, lease, or rent
- f.** Property in transit

**4. Perils Covered**

“We” cover direct physical loss unless otherwise excluded.

**5. Perils Excluded**

- a.** “We” do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

1. **Civil Authority** - "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

2. **Nuclear Hazard** - "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

3. **War And Military Action** - "We" do not pay for loss caused by:

- a) war, including undeclared war or civil war; or
- b) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- b. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

1. **Animals And Fumigation** - "We" do not pay for loss caused by or resulting from:

- a) insects, rodents, and other animals; and
- b) fumigation or spraying for insects, rodents, and other animals.

2. **Contamination Or Deterioration** - "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

3. **Cancellation Of Lease** - "We" do not pay for loss caused by or resulting from cancellation, suspension, or lapse of any lease, contract, or order.

4. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** - "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- a) "you";
- b) others who have an interest in the property;
- c) others to whom "you" entrust the property;

- d) “your” partners, officers, directors, trustees, joint venturers, or “your” members or managers if “you” are a limited liability company; or
- e) the employees or agents of a), b), c), or d) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by “your” employees, but “we” do not pay for theft by employees.

- 5. **Mechanical Breakdown** - “We” do not pay for loss to covered property resulting from mechanical breakdown or failure.
- 6. **Missing Property** - “We” do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.
- 7. **Pollutants** - “We” do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of “pollutants”:
- 8. **Processing, Work, And Packaging** - “We” do not pay for loss caused by processing of or work upon the covered property including packaging or repackaging.
- 9. **Spoilage** - “We” do not cover loss to “perishable stock” caused by “spoilage.”
- 10. **Temperature/Humidity** - “We” do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.
- 11. **Voluntary Parting** - “We” do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- 12. **Wear and Tear** - “We” do not pay for loss caused by wear and tear.

## 6. WHAT MUST BE DONE IN CASE OF LOSS

### a. Notice - In case of loss, “you” must:

- 1. give “us” or “our” agent prompt notice including a description of the property involved (“we” may request written notice); and
- 2. give notice to the police when the act that causes the loss is a crime.

### b. You Must Protect Property - “You” must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.

- 1. **Payment Of Reasonable Costs** - “We” do pay the reasonable costs incurred by “you” for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. “You” must keep an accurate record of such costs. “Our” payment of reasonable costs does not increase the “limit.”
- 2. **We Do Not Pay** - “We” do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

- c. Proof Of Loss** - "You" must send "us," within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
1. the time, place, and circumstances of the loss;
  2. other policies of insurance that may cover the loss;
  3. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
  4. changes in title of the covered property during the policy period; and
  5. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- d. Examination** - "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- e. Records** - "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- f. Damaged Property** - If the damaged and undamaged property is in "your" care, custody, and control "you" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- g. Volunteer Payments** - "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- h. Abandonment** - "You" may not abandon the property to "us" without "our" written consent.
- i. Cooperation** - "You" must cooperate with "us" in performing all acts required by this policy.

## 7. VALUATION

- a. Actual Cash Value** - The value of covered property is based on the actual cash value at the time of loss (with a deduction for depreciation).
- b. Pair Or Set** - The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- c. Loss To Parts** - The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

## 8. HOW MUCH WE PAY

- a. Insurable Interest** - "We" do not cover more than "your" insurable interest in any property.
- b. Deductible** - "We" pay only that part of "your" loss over the deductible amount indicated on the Schedule,

Declarations or Change Endorsement in any one occurrence.

"We" may pay all or a portion of the deductible amount to settle a loss or "suit." If "we" do pay all or a portion of the deductible amount, "you" must promptly reimburse "us" for the amount that "we" paid.

**c. Loss Settlement Terms** - Subject to paragraphs **a.**, **b.**, **d.**, and **e.** under How Much We Pay,

**1. We Pay The Lesser Of** - "We" pay the lesser of:

- a)** The amount determined under Valuation;
- b)** the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
- c)** the "limit" that applies to the covered property.

**d. Insurance Under More Than One Coverage** - If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

**e. Insurance Under More Than One Policy** -

- 1. Proportional Share** - "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- 2. Excess Amount** - If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit."

## 9. LOSS PAYMENT

**a. Loss Payment Options** -

- 1. Our Options** - In the event of loss covered by this coverage form, "we" have the following options:
  - a)** pay the value of the lost or damaged property;
  - b)** pay the cost of repairing or replacing the lost or damaged property;
  - c)** rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
  - d)** take all or any part of the property at the agreed or appraised value.
- 2. Notice Of Our Intent To Rebuild, Repair, Or Replace** - "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

**b. Property Of Others** -

- 1. Adjustment And Payment Of Loss To Property Of Others** - Losses to property of others may be adjusted with and paid to:
  - a)** "you" on behalf of the owner; or

**b)** the owner.

**2. We Do Not Have To Pay You If We Pay The Owner** - If “we” pay the owner, “we” do not have to pay “you.” “We” may also choose to defend any suits brought by the owners at “our” expense.

## **10. OTHER CONDITIONS**

**a. Appraisal** - If “you” and “we” do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser’s identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, “you” or “we” can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to “us,” the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by “you” and “us.”

**b. Bankruptcy Of An Insured** - Bankruptcy or insolvency of an insured does not relieve “us” of “our” obligations under this coverage.

**c. Benefit To Others** - Insurance under this coverage will not directly or indirectly benefit anyone having custody of “your” property.

**d. Conformity With Statute** - When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

**e. Estates** - This provision applies only if the insured is an individual.

**1. Your Death** - On “your” death, “we” cover the following as an insured:

**a)** the person who has custody of the property until a legal representative is qualified and appointed;  
or

**b)** “your” legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

**2. Policy Period Is Not Extended** - This coverage does not extend past the policy period indicated on the declarations.

**f. Misrepresentation, Concealment, Or Fraud** - This coverage is void as to “you” and any other insured if,

before or after a loss:

1. "you" or any other insured have willfully concealed or misrepresented:
  - a) a material fact or circumstance that relates to this insurance or the subject thereof; or
  - b) "your" interest herein; or
2. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

**g. Policy Period** - "We" pay for a covered loss that occurs during the policy period.

**h. Recoveries** - If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

1. you must notify "us" promptly if "you" recover property or receive payment;
2. "we" must notify "you" promptly if "we" recover property or receive payment;
3. any recovery expenses incurred by either are reimbursed first; and
4. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
5. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.

**i. Restoration Of Limits** - A loss "we" pay under this coverage does not reduce the applicable "limits."

**j. Subrogation** - If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

**k. Suit Against Us** - No "suit" may be brought against "us" unless:

1. all of the "terms" of this coverage have been complied with; and
2. the amount of the insured's liability has been determined by:
  - a) a final judgment against an insured as a result of a trial; or
  - b) a written agreement by the insured, the claimant, and "us."

No person has a right under this coverage to join "us" or implead "us" in actions that are brought to determine an insured's liability.

**l. Territorial Limits** - "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

## 11. DEFINITIONS

**a.** The words "you" and "your" mean the persons or organizations named as the insured on the declarations.



- b.** The words “we”, “us”, and “our” mean the company providing this coverage.
- c.** “Limit” means the amount of coverage that applies.
- d.** “Perishable stock” means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
- e.** “Pollutant” means:
  - 1)** any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
  - 2)** electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- f.** “Spoilage” means any detrimental change in physical state of “perishable stock.” Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, or solidification of liquid material.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 20 WEC AD0U01

**Endorsement Number:**

**Effective Date:** 03/29/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Relmagine ATL, Inc  
100 FLAT SHOALS AVE SE  
ATLANTA GA 30316

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and, as applicable, their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

VENDOR NAME re:imagine/ATL

DocuSigned by:  
Robert L. Pitts  
BA715B1A26544E7  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Signed by: Name of Signatory: Emily Kuester  
Title of Signatory: Director of Workforce  
E961EE80149945D...  
Authorized Signature

ATTEST:

ATTEST:

Signed by:  
Tonya R. Grier  
FEC476C4837648D...  
Tonya R. Grier  
Clerk to the Commission

Signed by: Name of 2nd Signatory: Jessie Sparrow  
2nd Signatory: Executive Director  
745B5BE5A9B849C...  
Second Authorized Signature

(Affix County Seal)



(Affix Corporate Seal, if applicable)

APPROVED AS TO FORM:

Signed by:  
David Lowman  
0EC92EDADEFB4B8...  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
Stanley Wilson  
5E4D76DFB4A0450...  
Stanley Wilson, Director  
Fulton County Department of  
Community Development

Please select RM or 2ND RM from the checkbox

RM

X 2ND RM

ITEM#: _____ RM: _____	ITEM#: 25-0398 2ND RM: 05/21/2025
REGULAR MEETING	SECOND REGULAR MEETING

## Certificate Of Completion

Envelope Id: 0498A971-BEC9-4915-AD52-F2F9528DF29E

Status: Completed

Subject: Please DocuSign: 2025 CSP Contract- re:imagine/ATL-BOC Agenda#25-0398

Parcel ID:

Employee Name:

Source Envelope:

Document Pages: 43

Signatures: 6

Envelope Originator:

Certificate Pages: 7

Initials: 0

Cherie Williams

AutoNav: Enabled

Stamps: 1

141 Pryor Street

Envelopeld Stamping: Enabled

Purchasing & Contract Compliance, Suite 1168

Time Zone: (UTC-05:00) Eastern Time (US &

Atlanta, GA 30303

Canada)

Cherie.Williams@fultoncountyga.gov

IP Address: 172.58.0.141

## Record Tracking

Status: Original

Holder: Cherie Williams

Location: DocuSign

7/3/2025 4:27:23 PM

Cherie.Williams@fultoncountyga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Fulton County Government

Location: Docusign

## Signer Events

### Signature

### Timestamp

Emily Kuester

emily@reimagineatl.com

Security Level: Email, Account Authentication  
(None)

Signed by:

E961EE80149945D...

Signature Adoption: Drawn on Device

Using IP Address:

2601:c2:a00:1b90:6c8b:475d:c9e5:4050

Signed using mobile

Sent: 7/3/2025 4:32:22 PM

Resent: 7/10/2025 10:19:12 AM

Resent: 7/17/2025 9:22:23 AM

Viewed: 7/17/2025 9:24:14 AM

Signed: 7/17/2025 9:25:21 AM

### Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 9:24:14 AM

ID: e6c056c5-1560-408a-9d79-5a591514c436

Jessie Sparrow

jessie@reimagineatl.com

Executive Director

X

Security Level: Email, Account Authentication  
(None)

Signed by:

745B5BE5A9B849C...

Signature Adoption: Pre-selected Style

Using IP Address:

2600:1700:1e12:bc0:65dd:a84d:cd9a:343e

Sent: 7/17/2025 9:25:24 AM

Viewed: 7/17/2025 9:55:33 AM

Signed: 7/17/2025 9:55:58 AM

### Electronic Record and Signature Disclosure:

Accepted: 7/17/2025 9:55:33 AM

ID: 5829612a-3d92-4760-93b3-72d45596a9c5

Mark Hawks2

mark.hawks@fultoncountyga.gov

Chief Assistant Purchasing Agent

Purchasing and Contract Compliance

Security Level: Email, Account Authentication  
(None)

**Completed**

Using IP Address: 45.20.200.178

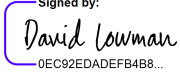

Sent: 7/17/2025 9:56:00 AM

Viewed: 7/17/2025 11:10:37 AM

Signed: 7/17/2025 11:11:08 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Stanley Wilson Stanley.Wilson@fultoncountyga.gov Director Stanley Wilson Security Level: Email, Account Authentication (None)	DocuSigned by:  5E4D76DFB4A0450...  Signature Adoption: Pre-selected Style Using IP Address: 75.43.132.102	Sent: 7/17/2025 11:11:11 AM Viewed: 7/17/2025 11:12:25 AM Signed: 7/17/2025 11:12:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Lauren Hansford lauren.hansford@fultoncountyga.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 74.174.59.4	Sent: 7/17/2025 11:12:43 AM Resent: 7/21/2025 12:32:51 PM Viewed: 7/21/2025 2:47:34 PM Signed: 7/21/2025 2:51:34 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/21/2025 2:47:34 PM ID: 6cc3a19a-7798-48ce-a2d7-56999b464925		
David Lowman David.Lowman@fultoncountyga.gov Security Level: Email, Account Authentication (None)	Signed by:  0EC92EDADEFB4B8...  Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.4	Sent: 7/21/2025 2:51:37 PM Viewed: 7/21/2025 2:52:22 PM Signed: 7/21/2025 2:53:13 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 7/21/2025 2:52:22 PM ID: d2aa4156-b2f4-407d-aaa1-2f6094132e8d		
Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 68.208.197.4	Sent: 7/21/2025 2:53:16 PM Viewed: 7/21/2025 2:53:40 PM Signed: 7/21/2025 2:53:57 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8		
Robert L. Pitts michael.oconnor@fultoncountyga.gov Fulton County Security Level: Email, Account Authentication (None)	DocuSigned by:  BA715B1A26544E7...  Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4	Sent: 7/21/2025 2:54:00 PM Viewed: 7/21/2025 3:20:05 PM Signed: 7/21/2025 3:20:12 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Security Level: Email, Account Authentication (None)	Signed by:  EEC476C4837648D...    Signature Adoption: Uploaded Signature Image Using IP Address: 99.96.24.191	Sent: 7/21/2025 3:20:19 PM Viewed: 7/21/2025 3:45:59 PM Signed: 7/21/2025 3:46:11 PM
<b>Electronic Record and Signature Disclosure:</b>		

Signer Events	Signature	Timestamp
Accepted: 3/16/2018 10:54:59 AM ID: f3f241e8-3027-4447-9476-6cf20ae25dd4		
Mark Hawks3 mark.hawks@fultoncountyga.gov Chief Assistant Purchasing Agent Purchasing and Contract Compliance Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 134.231.232.249	Sent: 7/21/2025 3:46:14 PM Viewed: 7/23/2025 11:50:43 AM Signed: 7/23/2025 11:50:49 AM

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Atif Henderson Atif.Henderson@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/3/2025 4:32:21 PM
Cherie Williams cherie.williams@fultoncountyga.gov Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/3/2025 4:32:21 PM Resent: 7/23/2025 11:50:57 AM
Carlos Thomas carlos.thomas@fultoncountyga.gov Division Manager Fulton County Government Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/3/2025 4:32:21 PM
Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/23/2025 11:50:53 AM Viewed: 7/24/2025 9:52:53 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2025 4:32:21 PM
Certified Delivered	Security Checked	7/23/2025 11:50:43 AM
Signing Complete	Security Checked	7/23/2025 11:50:49 AM
Completed	Security Checked	7/23/2025 11:50:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**



You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.